RUSHED WEEKLY AT HONOLULU, Hawaiian Islands.

braham Fornander, . . . Editor.

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ALLEN & BERRILL, SUCCESSORS TO

aquire at his residence.

GEORGE W. MACY, Kawaihae, Hawaii. Will continue the General Merchandise and Shipping busi-ness at the above port, where they are prepared to fur-nish the justly celebrated Kawaihae Potatoes, and such recruits as are required by Whale Ships, at the shortest

notice and on the most reasonable terms.

NOTICE

OF SHIPS!

WM. HENRY TRESCOTT, ACTING SECRETARY OF STATE TO THE UNITED STATES. To all whom these Presents shall come, Greeting :

NOW YE, THAT GEORGE E. NETCHER, A A citizen of the United States, has filed in this Department the required notice of the discovery of guano on Howland's Island, in the Pacific ocean, the same lying in North latitude 50 min., and in west longitude 176 deg. 52 min.

That notice of the occupation of said Island, in the name of the United States, by A. G. Benson, on behalf of himself and his associates, Wm. W. Taylor and the said 6 corge E. Netcher,

has also been filed.

And that the United States Guano Company of New York, a corporation of citizens under the laws of the State of New York, corporation of curzens under the laws of the State of New York, assignee of the assigns of the parties aforesaid, has entered into sufficient bonds, under and according to the provisions of the Act of the Congress of the United States, passed on the eighteenth day of August, in the year eighteen hundred and fifty-six. wherefore, the said United States Guano Company is entitled, in respect to the guano on the said island, to all the privileges and advantages intended by that act to be secured to citizens of the United States who may have discovered deposits of guano; provided, always, that the said United States Guano Company hall abide by the conditions and requirements imposed by the Act of Congress aforesaid

In witness whereof, I, William Henry Trescott, Acting Sec-retary of State of the United States of America, have hereunto set my hand and caused the seal of the Department of State to be affixed at Wash ington, this seventh day of August, in the year of our Lord one thousand eight hundred and sixty, and of the Independence of the United States of WM. HENRY TRESCOTT,

All persons not duly authorized are hereby forbid occupying or removing Guano from the above or any other Island, Rock or Key belonging to the Company, as published in the New York Tribune, March Sth, 1859. A. G. BENSON, President United States Guano Company. 6 tf (Signed)

Waikahalulu Lots!

THE UNDERSIGNED BEGS TO INFORM THE PUBLIC that the terms on which these Lots can now be purchased or eased, have been so far modified that under certain restrictions leased, have been so far modified that under certain restriction and regulations, any description of Building may be erected thereon. It being the desire and object of His Majesty's Government to have the said Lots occupied as quickly as possible, every facility will be granted to intending occupiers, and by consulting with the undersigned they will find that their views consulting with the undersigned they will find that their views will be met in every respect, as far as consistent with the public Ten of said Lots having been now engaged, only a few of the Ten of said Lots having been how engaged, but an early apchoice situations remain to be disposed of, so that an early application will be necessary to secure them.

W. L. GREEN, Agent for the sale
and lease of the Waikahalulu Lots.

California Preserved Salmon. N 2 and 5 Pound Tins. Half Bbls. California corned beef. For sale by [18] 8. SAVIDGE.

California Oats. FOR SALE BY S. SAVIDGE

Peanut Oil! Peanut Oil! THIS OIL can be used for any kind of Lamps. burns with a white and brilliant light, and emits no smoke.
In quantities to suit for sale at MELCHERS & CO.
24-tf

Children's Shoes! In great Variety and Style, well made. For sale you HOLT & HEUCK.

NOTICE. INDEX OF ALL THE CLAIMS AWARDED by the Land Commission on the Island of Oahu, with names of owners and lands, number of lots in each, and quantity of area, to be had at the office of the Interior Department—price two dollars.

TITCOMB'S SYRUP! IN 5 Gallon Kegs, and at retail. For sale by S. SAVIDGE.

HONOLULU, JANUARY 18, 1862. foreign Advertisements.

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Particular attention given to the purchase, shipment and sale of Merchandise, to forwarding and transhipment of goods, the chartering and sale of vessels, the supply-ing of whaleships, and the negotiation of Exchange. EXCHANGE ON HONOLULU in sums to suit. ADVANCES MADE ON CONSIGNMENTS.

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100 18-feet oars, 500 sacks California Outs, 300 doz Ale to arrive per "Yankee,"

200 Jockey Club House Gin in bond, 10 qr csks Martell's Brandy, 20 octaves "Hennessey's" do, 100 10 gal kegs Whisky, 100 6 do do. 50 5 do do,

28 pkgs Rochelle Brandy, 50 cases Sherry Wine, 200 cases Cider,

50 doz Champagne ("Jacquisen fils,") 50 Chests Ten, 150 bags best S. I. Coffee, 10,000 lbs Pilot and Navy Bread,

50 kegs Cannon Powder, 250 doz Denim Frocks and Pants 50 doz English Pie Fruits, 25 do do Pickles, 50 doz American pie fruits, 50 doz assorted Meats and Soups, 10 cases 1/2 lb " Knickerbocker " Tobacco,"

90 Hawaiian Ensigns. 250 coils Manila Rope, 1/2 to 41/2 in, 50 coils Hemp Rope and Spunyarn,

And a General Assortment of New Ship Chandlery, Crockery and Groceries! J. C. SPALDING. 9-tf Honolulu, June 29th 1861.

On Sale :

EX RECENT ARRIVALS THE FOLLOWING CHOICE ASSORTMENT OF GROCER-

sauces mustard

Preserves do lobsters Fresh apples Sardines French capers do peaches, English pickles Raspberry jam Cranberry jam do pie fruits Strawberry do, &c, &c, &c. French mustard Sage Sweet savory Summer savory Curry powder Ground cassia black pepper Whole Pimento

Tins of water, butter, sugar, oyster, soda and wine crack do herrings Best Ooleng tea Preserved salmon Ground cloves Green corn Crushed sugar ginger Cream Tartar Haxall flour Fresh raisins currants in tins &c. &c. &c.

N.B. Fresh Island Butter and Ground Coffee

LUMBER!

THE Cargo of the barkentine "Constitution," NOW LANDING,

CONSISTING OF 40,000 feet tongued and grooved Boards, 30,000 feet assorted Boards, 100,000 feet assorted Scantling, 50,000 Cedar Shingles,

GEO. G. HOWE.

EX ORIENTAL JUST RECEIVED! And for sale by the Undersigned

Cases Malcom Tobacco, 10s, 113 lbs each, Boxes "Mary & Jane," do 5s, 23 "
" "Moore" do % lbs, 23 "
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MELCHERS & CO. tt "M. Rae" JUST RECEIVED!

A ND FOR SALE BY THE UNDERSIGNED, Dr. S. P. Townsend's Compound Fluid Extract of Sarsapa lla. [98 ti] JANION GREEN & CO. Flour! Flour! Flour! SUPERFINE FLOUR, Fine do., Graham do., Corn Meal. For sale by [18] S. SAVIDGE.

foreign Advertisements.

12 FEET SQUARE. Represents average shooting at 500 yards,

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OF EVERY DESCRIPTION For Sporting or Military purposes! Double Waterproof Central Fire caps, Felt Waldings to prevent the leading of Guns, Wire Cartridges for killing Game, &c., at long distances, Breech Loading Cartridge Cases of superior

Sole Contractors to the War Department for Small Arms Jacob's Rifle Shell Tubes, Cartridges and Caps for Colt's, Adams' and other Revolvers. Enfield Rifle Ammunition and Ball Cartridges, For Whitworth Rifles, also for Westley Richard's, Terry's, Wilson's, Prince's, and other Breech Loaders.

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MESSRS. C. A. FLETCHER & CO. COMMISSION MERCHANTS

GENERAL AGENTS HARODADI, JAPAN,

BEG TO INFORM OWNERS AND MASTERS OF SHIPS about to visit the port of Hakodadi, that they are prepared o take Consignments and do business on the usual terms By arrangements with Home Insurance Offices, Messrs-FLETCHER & CO. can take risks on Oil, or other shipments of Hakodadi, Yesso, Japan, 4th July, 1859.

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And the most desirable variety of GENTLEMEN'S L. B. SHIRTS! Merino Flannel & Fine Merino

> Undershirts! - ALSO -**NEW STYLES**

> > GEO. F. PFLUGER.

HATS & CAPS

SUGAR AND MOLASSES! CROP 1861! FROM THE BREWER PLANTATION!

NOW coming in and for sale by C. BREWER 20. Honolulu, August 3, 1861. 14-6m

The Polynesian.

SUPREME COURT .-- In Admiralty. T. A. WARREN ET ALS. VS. BARK "BENJ. RUSH." Chief Justice Allen delivered the opinion of the

This is a suit ad rem against the ship "Benjamin Rush " for seamen's wages for services performed on board said vessel on a cruise whaling. It was originally instituted in favor of F. A. Warren, William S. Beckwith and George Edwards, and, by the decision of the Court below, the libel was dismissed as to said Warren, but sustained as to Beckwith and Edwards. From this decision the claimants

The allegations in the libel of the contract of shipment and the service performed, and of the quantity of oil and bone taken, are admitted by the claimants, but they deny that the appellants ever made a demand for their wages, upon Captain Fish, or upon any other party having authority in the matter. They further aver that it is the custom to pay all foreign seamen, from American whaleships at the American Con-

sulate, which they offered to do; and, further, that the libellants have not procured their lawful discharge from the vessel, and therefore have no right to appear in Court and sue for their wages. The Consul of the United States filed a protest against the jurisdiction of the Court in this case-1st. On the ground that by the 21st Article of the

French treaty the Consul of the United States has the exclusive jurisdiction of the matter and things complained of in said libel. 2nd. That by the comity of nations the jurisdiction ought not to be entertained. The counsel for the respondents presented the follow-

ing in the name and on behalf of the Commissioner of

the United States, on the trial of the appeal before the

full Court, viz : First-The Gove mment of the United States deny the right of jurisdiction of the Hawaiian Courts, in all matters of difference between American citizens, upon, or attached to, American ships, in all maritime matters, without the consent of the parties sted ; or against the protest of American officers, accredited Second-The Government of the United States insists upon its own interpretation of its own laws, treaties, and Constitution in all matters relating to official duties, and official respons

bilities, or in the internal order, discipline and administration upon American merchant ships, in all matters whatsoever, and particularly when the revenue of the country is involved.

While we do not regard it in accordance with usage for foreign officers invested with diplomatic powers, and in a diplomatic capacity, to impose their objections to the progress of a case in Court, in the nature of a protest, yet we will waive this objection, and give his points the respectful consideration which their legal force and the eminent source from which they emanate render proper.

It may be well to review the principles of the maritime law as recognized by the judicial authority of other nations, and especial-

For a brief review of the authorities on maritime jurisdiction, I will refer to the decision of this Court in the case of Enos re-Soule, reported in the *Polynesian* newspaper December 15, seems to be well settled, after some controversy, says Parson's, who is an eminent American jurist, that an Admiralty Court has full jurisdiction over suits between foreigners, if the subject matter of the controversy is of a maritime nature. It is, however, a question of discretion in any case, and the Court will not take cognizance of the cause, if justice would be as well done by remitting the parties to their home forum." He further says that "it is in cases of seamen's wages that the power of the Court is most frequently invoked, and it is well settled that cognizance of a suit will be taken when justice demands that it should be done, as when the voyage is broken up at a port of this country, or the seaman is compelled to desert on account of cruel treatment, or is entitled to be discharged on account of a deviation." I will advert to some of the authori-

Parson's Maritime Law, 2 vol., 54 sec.

In the case of Taylor vs. Carryl, 20 Howard's Rep., 611, the learned Chief Justice of the Supreme Court of the United States says: It is true, that it is not in every case obligatory upon cur Courts of Admiralty to enforce it (a lien) in the case of foreign ships, and the right or duty of doing so is sometimes regulated with particular nations by treaty. But as a general rule, where there is no treaty regulation, and no law of Congress to the contrary, the Admiralty Courts have always enforced the lien where it was given by the law of the state or nation to which the vessel belonged. In this respect the Admiralty Courts act as International Courts, and enforce the lien upon principles of comity. There may be, and sometimes have been, cases in which the Court, under special circumstances, has refused to interfere between the foreign seaman and ship-owner; but that is always a question of sound judicial discretion, and does not affect the jurisdiction of the Court." In Ellison es, ship "Bellona," Bee 112, the Court say that "Courts of Admiralty have a general jurisdiction in causes, civil and maritime. The case of seamen's wages comes within this description of causes; and this jurisdiction has been uniformly exercised by me, as regards foreigners generally." In Pugh es Gillan, I Calif., 485, where the plaintiff was a British subject, shipped on time, and was discharged by the master some days before the time expired, because the vessel was about to sail on a long voyage, it was held that he could sue in our Courts, though the vessel and captain were English. In the case of Davis cs. Leslie, Abbott's Ad. Rep., 131, the Court say: "That the foreign libellant is regarded as not entitled to invoke the power of the Court as matter of absolute right; yet where the Court is satisfied that justice requires its interposition in his favor, those powers may be, and will be, ex-ercised in his behalf." The authorities, both English and American, fally sustain the doctrine of the power of the Admiralty Courts to entertain suits between foreigners; while, at the same Courts to entertain suits between foreigners; while, at the same time, its exercise is discritionary. If it is a case of special necessity to prevent a failure of justice, the duty is imposed to exercise the jurisdiction. The "Courtenay," Eiw. Admiralty Rep., 239; the "Wilheim Frederick," I Hagg. Adm. Rep., 138; Willendson vs. The "Torsomet," I Peter's Adm. Rep., 196; in the "Jerusalem," 2 Gall. Rep., 191; the "Aurora," I Wheaton Rep., 96. In the case of Johnson vs. Doltan, I Cowen, 543, which was an action by a seaman against a master, both foreigners, for assault and battery, committed on shipboard, the Supreme Court of the State of New York sustained the jurisdiction. They say: "Our Courts may take cognizance of torts . They say: "Our Courts may take cognizance of torts mitted on the high seas on board a foreign vessel; but on principles of comity, as well as to prevent the frequent and se-rious injuries that would result, they have exercised a sound dis-

etion in entertaining jurisdiction or not, according to circum-

In the case of Davis vs. Leslie, Abbott's Ad. Rep., 134, Judge

Betts says "that it seems to be the settled understanding and course of Courts of Admiralty, as already intimated, not to per-

mit their jurisdiction to be invoked as matter of right to sustain

mit their jurisdiction to be invoked as matter of right to sustain suits brought by foreign seamen against masters or owners, being also foreigners, or against foreign vessels. In England, indeed, the assent of the representative of the Government to which the seaman belongs is required before the Courts will proceed to eu-tertain jurisdiction. The "Wilheim Frederick," I Hagg. Ad. Rep. 138. But in the Courts of the United States this precau-tionary condition is not required; and jurisdiction will ordinarily be exercised, if the voyage has been terminated by full completion or abandonment, or if the contract of hiring is discompletion or abandonment, or if the contract of hiring is dis-solved by the wrongful act of the owner or master."

In the case of the "Bee," Ware's Rep., 337, which was for salvage service, a motion was made by respondent to dismiss the bill, because the parties in the cause, both libeliants and re-spondents, are foreigners, and subjects of the King of Great Britain, and because the vessel is not only a British vessel, but was taken by the salvors, after the disaster had happened, from British waters, and brought within the jurisdiction of the Court. Judge Ware overruled the motion, and, in giving his opinion, said: "The Courts of this country are not bound to take jurisdiction of controversies between foreigners having no domicile in this country, as they are when parties are citizens or residents among us, and are thus entitled to claim of right the benefit of cour laws. among us, and are thus entitled to claim of right the benefit of our laws. The question is not one affecting the competency of the Court, but it turns upon the expediency of taking jurisdiction in this particular case." In the case of the bark "Havanna," it appeared the ship was owned by a British subject, living in St. John, New Brunswick, and a creditor of his, who was also a John, New Brunswick, and a creditor of his, who was also a British subject and residing in the same place, instituted a sait against him in the Courts of Massachusetts, and attached the vessel, then lying in the port of Boston, and afterwards recovered judgment and took out an execution, by virtue of which the vessel was sold, and purchased by the execution creditor; whereupon the master libelled the vessel for his wages, by virtue of the statute of 17 and 18 Victoria, which gives a lien to a of the statute of 17 and 18 Victoria, which gives a lien to a master on his ship for his wages; and Judge Sprague, eminent and of long experience in Admiralty, ruled "that the District Court may, but is not bound to, exercise jurisdiction in favor of a British subject against a British vessel, and that the lien so given may be enforced in the Admiralty Courts of the United States." 22 Vol. Law Rep., 150. The ship was arrested and sold on the application of a British creditor, who had no security on the ship, for the payment of a debt existing by British law, and another British subject having a lien, which gave a paramount right under the British law, appeals to the Court for a remedy. Judge Sprague says: "That to refuse his application would be to sustain by our tribunals the inferior and subordinate claim of one British subject, and to refuse the higher and para-F. H. & G. SEGELKEN,

Nuuanu St., Honolulu, H. I.

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JUST received and for sale by the undersigned 75 Barrels Hawaiian Beef.

Warranted, Packed and Cured in Turk's Island salt.

10-q

Warranted, Packed and Cured in Turk's Island salt.

10-q

HAY, HAY, HAY!

WELL Cured Manienie Hay, from the Walkikit Way Farm. For sale in bales by

S. SAVIDGE.

Supposing, for example, the owners of the "Benjamin Rush" in his mater and succeeded in getting his clearance and ship's papers by misrepresentation, and was in clearance and ship's papers by misrepresentation, and was in clear and the court of Admirating the crew, whose contracts terminate that the Court of Admirating There is a practical difference in the necessity of taking jurisdiction to prevent a failure of justice in the engagements at the home port for the voyage, and of those made at a foreign port for a cruise to terminate at the same port. If the line is lost at the foreign port. If the line is lost at the foreign port, if the most apportunity to the voyage, and of those made at a foreign port for a cruise to temporary itself." In the case of the "Jersons," I Bob. Rep., 271, 289: "It is the only way of enforcing the best security, that of a lien on the property itself." In the case of the "Jersons and this port for a senson's cruise, who are to be discharged here, as in the case before us. On completion of the countract, if the master refuses to pay the amount due to the seamen, if the master refuses to pay the amount due to the seamen, if the master refuses to pay the amount due to the seamen, if the master refuses to pay the amount due to the seamen, if the master refuses to pay the amount due to the seamen, it is an atter demial of junctice. There are ships owned in part at least by parties residing here, as in these case is not unfrequent in which foreign Courts have been party, the case are not unfrequent in which foreign Courts have been party, the

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ton for a voyage in an English registered vessel, with an English master, from Boston to St. Jago and back to a port in the United States. The voyage was performed and the men discharged in Roston. States. The voyage was performed and the men discharged in Boston. An action was commenced in a cause of personal damage, and the English Consul filed a protest to the jurisdiction, setting forth that the vessel was a British vessel and the commander a British subject; also, "that an investigation of some of the alleged causes of damage must call in question official acts and conduct of a British functionary in regard to British subjects, for which he is responsible only to his Government." Mr. Justice Curtiss, in giving his opinion, said: "It is true this Court should not call in question a British Consul, for his official acts respecting the crew of a British vessel in a foreign port. It is correctly stated in the protest, that he is responsible solely to his own Government; or if to individuals, such responsolely to his own Government; or if to individuals, such respon-sibility grows out of the municipal laws of his country, which this Court would not undertake to administer. But it does not follow that the conduct of the master of such a vessel, in pro-curing the official intervention of the Consul, upon false allegacuring the official intervention of the Consul, upon false allegations, to the injury of an American citizen by imprisonment in a foreign jail, is not to be here investigated. That depends on other considerations, and is not distinguishable from any other wrong done by the master, of which this Court should take or refuse jurisdiction according to the national character and domicile of the parties, and the place of termination of the voyage." The "Courtney," Edw., 239; the "Calypso," 2 Hagg., 209; the "Salacia," 2 Hagg., 282; the "Madonna," 1 Dodson, 37; the "Two Friends," 1 Reb., 271; the "Johann Friedgerich," 1 Wm. Rob., 38; the "Bee," Ware's Rep., 582; the "Jerusalem," 2 Gal. R., 191.

The Court fails to see the force or application of the

The Court fails to see the force or application of the second point in the Honorabic Commissioner's protest.* The Court does not call in question the official duties, or the official responsibilities, of any of the United States officers, and if the doctrine bilities, of any of the United States officers, and if the doctrine is sound, which we do not controvert, that the United States can properly insist on its interpretation of its own laws, treaties and constitutions, this kingdom will undoubtedly insist on the same doctrine as applicable to its laws, treaties and constitutions. Under this exposition of powers, the construction of the 21st Article of the treaty with France, as made by this Court, settles the question, that the case of a mariner's wages, arising from a voyage which terminates at this port, is within its jurisdiction, inasmuch as by our construction of the treaty, it does not vary the maritime law, or lessen the jurisdiction of our Courts upon contracts for mariners wages.

contracts for mariners wages.

It is contended further, that the revenue of the country is involved in securing the fees, and a portion of extra wages arising from the discharge of a seaman, and, therefore, this Court should not exercise jurisdiction. No statute of the United States has been adduced making a discharge a condition dition precedent to a settlement for mariners wages. So far as this argument applies, it is the same whether the set-tlement is made at the Consulate, at the counting room of the owner by mutual agreement, or the claim enforced by an adjudication of this Court. The Consul, as I understand from the record, does not regard it his official duty to make the calculations and settle the accounts, but only to settle the disjutes between master and seaman, if any exist. They are at liberty to settle where they please, and on the terms satisfactory to themselves. The discharge is a matter for the seaman to attend to. He requires it as a matter of protection to himself, to enable him to receive the two months extra wages in cases allowed by the laws of the United States, and to procure a permit to remain in the kingdom for sixty days. But it is argued that the discharge should not be given till after a settlement, as this would be used as an incentive to procure it, and thereby enable the master to account for his men. If the seaman neglects, after settlement, to procure his discharge, the master can protect himself by a certificate that he has left the vessel, and on the score of revenue, the fee for this service, we believe, is as much as for a discharge, so the revenue will not suffer, neither will the master, for he pays the fee in either case. Reference has been made to our laws on the subject, but they only interdict the discharge, unless the seaman has pro-cured from the Harbor Master a permit to remain in the king-

dom for sixty days. But on the revenue question the Court does not perceive that the exercise of jurisdiction will have ly by the nation under whose flag this versel sails, and then to examine the 21st Article of the French treaty to see how far these any is fluence, for the same power to enforce a discharge exists after, as before, settlems principles have been limited in their application to this king-By the law of nations, the jurisdiction of all crimes on the high seas belongs exclusively to the country to which the vessel belongs, and under whose flag she sails; but when crimes and misdemeanors are committed within the jurisdic-tion of another country, although in enforcing discipline and order they were cognizable by that country, and the accused could not be tried by any other jurisdiction. By this treaty we yielded the exercise of jurisdiction of our ports to this extent, unless invoked by the Consul of the nation. But we do not regard the case of a mariner's wages arising from a contract which terminates here, as this does, as coming within what is meant by matters of difference touching internal order, as expressed in the treaty. The practice of the French marine in always shipping seamen for the voyage, and never discharging them in foreign ports, and the duties and obligations which they incur to the Government, is in d rect contrast to the practice of the American marine, as well as to the obligations of their shipment, has unquestionably given to the French construction of the article an extent to which its lar guage, or

practice under any other marine, would not suggest.

In the whaling service, full crews are frequently shipped at this port for a cruise for the season only; and although the contract is made here and terminated here, yet, generally, a settlement is made without appeal to the Court. We claim, however, that the jurisdiction exists, and that it rests in the discretion of the Court when to exercise it. The Hawaiian subjects have a claim on the Court, and so has the domiciled alien-greater certainly than the foreigner. In this case the libellants sailed from this port, where they made their con-tract, and where it terminated; this suit arises from the contract to pay wages for services rendered on claimant's vessel, and it must be governed by the principles of maritime law, and not by municipal law. Here the cruise had terminated by the full performance of all the duties required by the con-tract. It was instituted here for the specific purpose of a season's whaling in the North Parific, with the agreement to re-turn to this port, and here to be discharged and paid. This re-ents an entirely different case, as applied to the discretion of the Court, for the exercise of jurisdiction, from a shipment for the entire voyage from a home port. It would be a case of the latter class of unusual circumstances, and which would lead to an utterfailure of justice, to induce the Court to assume jurisdiction; but that they have the jurisdiction is as clear as any other principle of maritime law, and which this kingdom, from her position in this great ocean, cannot sur-render, while she retains a true appreciation of the high pur-poses, duties and obligations of an Admiralty Court.

Mr. Benedict, in his Admiralty Treatise, p. 159, sec. 282, says: "There have been attempts in England and in this country to establish an exemption (from jurisdiction) in favor of the seamen of foreign merchant ships. It has been sometimes placed on the ground of the comity of nations; some-times on the fancied ground that a vessel is part of the territory of the nation to which she belongs; sometimes on the ground that there can be no jurisdiction in such cases with-out the consent of the Consul, or other diplomatic representative of the foreign nation to which the seaman or the vessel belongs, all of which are fallacious. There is no such comity of nations—nothing within the territory of a nation is without the jurisdiction, and no officer of a foreign government can grant or destroy the jurisdiction of our Court. Some exemp-tions are established by the Constitution, some by treaty, and some by the established and immemorial usage of nations, and they do not apply to persons and property engaged in the or-dinary pursuits of commerce. In the present state of inter-national intercourse and commerce, all persons in time of peace have the right to resort to the tribunal of the nation where they may happen to be for the protection of their rights. The jurisdiction of the Courts over them is complete, except when it is excluded by treaty."

Judge Betts says, in the case of Bocker es. Kloskgetn, Ab-bott's Ad. Rep., 498: "In one respect, indeed, the American

Courts show a greater favor to seamen, in these cases, than do the Courts of Great Britain, for the former proceed, irre-spective of any interference on behalf of the seaman by his

Consul or other national representative, whilst the Euglish Courts would seem still to insist that the sanction of such an

officer shall be procured unless the nature of the case for-bids." He further says that this precautionary condition is not required in the Courts of the United States, and that jurisdiction will ordinarily be exercised if the voyage is tern It has been contended that the 21st Article of the French treaty has the same force and effect as the 8th Article of the Consular Convention between the U. States and France. The latter has express reference to the Consular ognizance of mat-ters of difference between captains, officers and crows of merchant vessels of their own nation, which may arise not only in port but at sea; and purticularly refers to the adjustment of wages, and the execution of contract; whereas the Article of the Hawaiian treaty confines the Consular cognizance to the internal order on board, and this shall be exclusive in cases where the parties are exclusively of the same nationality of the vessel, and the local authorities shall not interfere unless the public peace and tranquility are disturbed and endan-gered. This condition renders it conclusive that the Article did not refer to the high seas, and equally conclusive when it refers to crimes, misdemeanors, and other matters of difference in relation to internal order. The intention was to relinquish the exercise of jurisdiction in port over crimes and misdemeanors, which, by the laws of nations, each nation is invested with on the high seas, so that each should enjoy the exclusive jurisdiction of crimes and misdemeanors, not only on the high seas but in port. This was a relinquishment of the exercise of jurisdiction by each nation to that extent, as well as to all matters of difference of internal order on said vessels in port, which refers to the discipline and general administration on board. It has no reference to the adjustment

of wages and the execution of contracts, as is expressly contained in the 8th Article of the Convention between the United States and France.

By reference to the 4th Article of the French treaty, it will be seen that the most ample protection is guaranteed to the subjects of both countries, and especially in their access to the tribunals of justice in every degree of jurisdiction established

the laws. It is in these words:
"ARTICLE IV —Their respective subjects shall enjoy, in both States, a constant and complete protection for their per-sons and properties. They shall, consequently, have free and casy access to the tribunais of justice in presecution and de-fense of their rights, in every instance, and in all the degrees of jurisdiction established by the laws. They shall be at liberty to employ, in all circumstances, the advocates, solici-